

GENERAL TERMS AND CONDITIONS AND CUSTOMER INFORMATION

of Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich, Germany (“Goethe-Institut” or “We”) for the booking of courses, examinations and other services, and for the purchase of goods.

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1. Scope

The following General Terms and Conditions (“GTC”) apply to all contractual relationships between the Goethe-Institut and consumers or entrepreneurs (“Clients”, “Course Participants”, “Examination Participants” or “You”) who order paid services from the Goethe-Institut (bookings for courses, examinations and other services, and for the purchase of goods) via the goethe.de website. Where the entrepreneur uses general terms and conditions which contradict or go beyond these, we hereby object to their application; such general terms and conditions shall only become incorporated into the parties’ contract if we have expressly consented to them.

2. Registration for courses and examinations, reservation of contract

The Goethe-Institut provides information about the current course and examination dates and registration deadlines on site. Only those registrations that are received in due form – and time and provided that there are sufficient places available – will be considered. As a rule, this is based on the chronological order in which the applications arrive.

The local Goethe-Institut shall decide on participation in courses and examinations. There shall be no entitlement to participate in the course or in the examination.

The contract is subject to the proviso that

- for all courses: the information you provide in your application meets the necessary entry requirements stated in the course description, and you have reached the minimum age stated in the course description by the time the course starts.
- in the case of teacher training courses: the admission requirements stated on the website (in particular, the required teaching experience) are met.
- in the case of group courses and group exams, the minimum course participant number indicated in the product description is reached;
- the placement test, if required in the product description, is completed in time;
- in the case of examinations: the participant fulfils the participation requirements according to Section 3 of the respective [Examination Regulations](#) of the Goethe-Institut.
- for children’s and youth courses: the registration has been carried out exclusively by the legal representative(s) as contractual partner(s), and all necessary declarations and/or consent have been submitted to the Goethe-Institut in text form (e.g. by e-mail or fax) after registration.

The course or examination fee will be refunded in these cases, unless the Goethe-Institut can offer another comparable course and the participant agrees to this.

3. Prices

For **courses and examinations**, the prices quoted at the time of registration apply. Unless otherwise stated, teaching materials – such as textbooks and examination fees – are not included in the course price.

4. Payment

Payment can be made with the respective payment methods offered on the agreed payment date. Clients have no entitlement to use any particular method of payment.

5. Special terms and conditions for participation in courses and exams

a. Course groups

For the individual course groups, the minimum number of participants applies, which can be found in the respective product description. Assignment to a course level and the course group is made on the basis of a placement test, if this is required in the product description. For quality assurance reasons, a placement test is usually required of new clients for language courses. Failure to take the placement test on time may result in non-admission. The placement test must be completed within a certain period, which is specified in the product description. Further information on any necessary placement tests and their procedure can be found in the respective product description.

Clause 2 Sentence 5 (reservation of contract) shall apply accordingly.

b. Rebooking and withdrawal from courses and examinations

A rebooking of a course (e.g. change of course date) is only possible in exceptional cases and with the consent of the Goethe-Institut. Unless otherwise agreed, a cost contribution in the following amount will be due for each rebooking:

	Cost contribution for rebookings
<i>Courses outside Germany and Austria</i>	5 % of the course fee*
<i>Courses in Germany and Austria</i>	€ 60 Exception for face-to-face courses: first rebooking due to a negative visa decision, provided the participant provides the relevant proof.

Unless otherwise agreed, the rebooking of an examination is only possible in exceptional cases and with the consent of the Goethe-Institut.

The course or examination participant may withdraw from the booking in accordance with the following conditions in text form (in writing, by fax or e-mail) (in the case of minors, with the consent of the legal guardian):

Withdrawal...	Fee for cancellation		
	<i>Courses outside Germany and Austria</i>	<i>Courses in Germany and Austria</i>	<i>Examinations</i>
up to 4 weeks before the start	10 % of the course fee*	€ 160	100 % of the examination fee
up to 1 week before the start	20 % of the course fee*	30% of the course fee, minimum € 160	
up to 1 day before the start	30 % of the course fee*	50% of the course fee, minimum € 160	
after the start	100 % of the course fee*	100% of the course fee	

* applies to consumers who regularly reside in Italy: You have the right to demand double the stated cost contribution if we fail to fulfil the contract on our part.

For purposes of meeting these deadlines, the Goethe-Institut's receipt of the notice of cancellation shall govern.

The course participant may withdraw from any accommodation booked 4 weeks before the start of the course free of charge. Any withdrawal later than that is hereby excluded. The rent must be paid in full – even if the accommodation is not used – if we are unable to relet the accommodation for the booked rental period.

The course or examination participant is free to prove that we have incurred no loss or a smaller loss in the case of all rebookings and withdrawals.

Any national statutory provisions of a mandatory nature shall remain unaffected by this clause.

c. Due date and payment

The respective fees (**residential course and/or exam fees**) are due for payment in full on the date referenced in the invoice. This also applies to blended learning products. Blended learning products are those products which, according to the product description, consist of both face-to-face (courses) and digital learning phases. Blended learning products are identified as such in the product description.

The respective course fee for **distance learning courses** is to be paid in instalments for a period of three (3) months each. The first instalment is due for payment two weeks after receipt of the invoice. All subsequent instalments are due on the first of the 4th, 7th, 10th, 13th, 16th, 19th and 22nd month, depending on the number of months of the course. Receipt in the Goethe-Institut account specified in the invoice shall be decisive for the timeliness of payment. The course participant is at liberty to pay the total course fee in a single payment after receipt of the invoice.

Any fees charged by the participant's bank in connection with the payment of the course fee shall be borne by the participant. The Goethe-Institut does not charge separate transaction fees.

A course or examination cannot be started or continued if the agreed payment dates have not been met. In such case, Goethe-Institut is entitled, in the case of residential courses, to give away your place on the course.

d. Scope of services

The course fees cover your course participation, depending on the type of course, correction and comments on written work and tests, academic assistance and the issuance of course certificates, and in the case of distance learning courses, they also include the course materials and forwarding thereof to course participants. Attendance certificates will only be issued if the course participant was present for at least 70% of the lessons.

Exam fees cover the issuance of a certificate. If the examination certificate is lost, a replacement certificate can be issued for a fee.

Further details may be found in the respective product descriptions.

e. Accommodation for adult courses (Germany region)

Upon request, the Goethe-Institut rents furnished accommodation or refers students to accommodation provided by other landlords for the duration of any booked residential course. Our offer describes the type of accommodation, we regret that it is not possible for participants to view the accommodations in advance.

Accommodation is only rented on a course-by-course basis for temporary use. The moving-in date is the published arrival day, and the moving-out date is the published departure day. The rental contract ends on the day of departure without the need for notice of termination. If the tenant continues to use the rented property after the expiry of the rental period, the rental relationship is not thereby extended. The overnight accommodation of guests of the course participant requires the express consent of the landlord, which will be granted if the course participant has a justified interest.

The course participant may use the rented rooms exclusively for residential purposes in accordance with the house rules. No alterations to and within the rooms rented may be made. The course participant undertakes to clean, ventilate and heat the rented rooms properly, and to treat the rented facilities and equipment with care. The course participant shall notify the Goethe-Institut immediately

of any damage to the rented rooms, the building and the facilities and equipment belonging to the building or property, and shall remedy any damage at his/her own expense if he/she is responsible for the damage due to neglect of the duty of care or in any other way.

At the end of the tenancy or when moving out, the course participant must return the rented rooms in a clean condition and with all keys provided.

*f. Obligations of course and examination participants**

The participant in a face-to-face course

- shall ensure themselves and at their own expense that their stay at the course location is lawful, and that they have the entry and residence permit/visa that may be required.
- shall bear responsibility for concluding policies of health, accident, liability and household goods insurance themselves;
- is obliged to comply with the course and house rules in force at the institutes.
- may not take photographs, video recordings and audio recordings of others, either in class or outside of class time, in order to protect the personal rights of participants and staff, unless these persons have given their express prior consent.

The participant in a distance learning course

- shall themselves ensure that they meet the technical requirements necessary for participation in the course and specified in the offer.
- may not publish or make accessible to third parties the access data provided to them for learning and/or test platforms of the Goethe-Institut.

The duties of examinees are shown in the exam guidelines, as from time to time amended.

g. Copyright

All course and examination material (texts, exercises, test questions, solutions, images, programme codes, videos and other content) is protected by copyright. Course participants are exclusively granted a simple, non-transferable right of use for personal use within the scope of course participation.

In particular, course participants are not permitted to copy course or exam materials (or even excerpts thereof) for third parties, to make the foregoing available or to forward them to others, to upload them to the internet or place them on other networks, whether for consideration or gratuitously, to resell such materials or to use them for commercial purposes. Any copyright notices, logos or trademarks which may be present must not be removed. Infringements of copyright can be prosecuted under criminal law.

h. Cancellation

(1) Distance learning

The duration of the selected course as stated in the product description applies.

You may cancel the course without the need to state grounds of cancellation for the first time at the end of the first six-month period from the date of contracting, upon six weeks' notice, and following expiry of the first six-month period, you may cancel at any time upon three months' notice. The right of the Goethe-Institut and of course participants to terminate their contract for good cause remains unaffected hereby.

(2) Endangering the best interests of the child in children's and youth courses

The Goethe-Institut is entitled to terminate the course prematurely and without notice if facts arise on the basis of which an immediate danger to the best interests of the child or adolescent participant can be assumed, which can be eliminated by means of individual supervision, which the Goethe-Institut is unable to provide.

The Goethe-Institut shall not be liable for any damage caused by the termination, unless such damage results from an intentional or grossly negligent act on the part of the Goethe-Institut. The provisions of Section 7 shall remain unaffected.

(3) Violation of duties of conduct

The Goethe-Institut is entitled to terminate the course prematurely and without notice in the event of serious misconduct on the part of the participant. Serious misconduct is to be assumed, in particular, in cases of bullying, drug abuse, aggressive behaviour towards another participant and sexual harassment.

The termination in the aforementioned cases of Clause 5 (h) requires the written form.

Any national legal provisions of a mandatory nature remain unaffected by this termination clause.

i. Reservation of right to change in the event of extraordinary circumstances or events

In the event of serious, extraordinary circumstances or events or a change in such already existing circumstances or events which are beyond the control of Goethe-Institut (e.g. riots, war or terrorist conflicts, natural disasters, epidemics, etc.), we reserve the right to offer you changes to the service (e.g. in terms of time or place). In this case, we will submit a new offer with a deadline and ask you to inform us whether you wish to accept the amended offer or withdraw from the contract. If you withdraw from the contract, we will reimburse you for any payments made (if applicable, on a pro rata basis according to the status of service provision).

6. Special terms for goods

The goods shall remain our property until full payment for them is received.

7. Liability for own contents

Insofar as you make your own content available and/or publicly accessible when using the services of the Goethe-Institut, the responsibility for this lies solely with you. You hereby warrant that you own all rights with respect to such content, and represent and warrant that the content provided does not infringe any third-party rights, including (but not limited to), trademarks, copyrights, ancillary copyrights, other intellectual property rights, proprietary rights or rights of privacy.

Furthermore, the content provided may not violate legal provisions, in particular, by being racist, xenophobic, a glorification of violence, sexist or otherwise immoral or anti-constitutional in nature, or by pursuing such objectives.

8. Limitation of liability and indemnification

a. Limitation of liability

For claims based on damage caused by us, our legal representatives or vicarious agents, we shall always be liable without limitation

- in the event of injury to life, limb or health
- in the event of intentional or grossly negligent breach of duty

- in the case of guarantee promises, insofar as agreed
- vis-à-vis consumers.

In the event of a breach of material contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract (and on the observance of which the contractual partner may regularly rely – so-called “cardinal obligations”) due to slight negligence on our part, on the part of our legal representatives or vicarious agents, the liability vis-à-vis entrepreneurs shall be limited to the amount of the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must (typically) be expected.

Otherwise, claims for damages are excluded. In particular, the Goethe-Institut shall also not be liable for the failure of its services due to force majeure (e.g. natural disasters, fire, floods, war, official orders and all other circumstances beyond the control of the contracting parties).

b. Release of liability

You shall indemnify us against any claims made against us by third parties due to a breach of law or duty committed by you in connection with

- participation in courses and/or examinations
- the provision of proprietary content in accordance with Section 7 of the GTCs

unless you are not responsible for the breach of duty. You shall indemnify us against the costs of the necessary legal defence, including all court costs and lawyers’ fees against proof. Any further claims for damages shall remain unaffected.

The same applies to children’s and youth courses, insofar as the breach of law or duty is committed by your child.

9. Dispute resolution

We are prepared to participate in an extra-judicial dispute settlement procedure before a consumer dispute resolution body. The General Consumer Arbitration Board of the Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, www.verbraucher-schlichter.de is responsible.

10. Final provisions

The point of contact for complaints about courses and examinations offered by the Goethe-Institut is the management body of the Goethe-Institut conducting the course in question. The further appeal procedure for examinations is regulated by the examination regulations.

The Goethe-Institut collects, processes and uses personal data of the participants both for the purpose of fulfilling a contract concluded with the participants, and within the framework of any legal permission, as well as any data protection consent granted to the Goethe-Institut. Further details can be found in the separate data protection declaration, to which we hereby expressly refer.

Current information on prices, enrolment dates, etc. is published on the homepage of the respective Goethe-Institut (www.goethe.de). Further details on conducting the examinations can be found in the examination regulations of the Goethe-Institut, as well as in the implementation regulations for the individual examinations.